

**DRAFT COPY**  
**PREMISE WIRING, EQUIPMENT INSTALLATION AND**  
**CONFIGURATION SERVICES**  
**RFP # 317.03-091**

**Responses to Written Comments**

<b>Item #</b>	<b>Question</b>	<b>Response</b>
	<b>Note: in the questions that follow, any vendor's restatement of the text of the Premise Wiring Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.</b>	
1.	[Company Name Deleted] is an AVAYA VAR (Valued Added Reseller) in several states, but not Tennessee. It is our understanding that AVAYA will extend [Company Name Deleted]'s appointment as a VAR to the State of Tennessee for cabling work if requested to do so by the State. If [Company Name Deleted] is the successful bidder on the State Cabling Contract, will the State of Tennessee request of AVAYA that they appoint [Company Name Deleted] as VAR for cabling work for the State of Tennessee?	The responsibility of obtaining the AVAYA VAR certification is on the Proposer. If AVAYA certifies the Tennessee operation then the requirement will be met.
2.	SPECIAL REQUIREMENTS Section - 4.3 Performance Bond, pg. 13 of 69  Performance Bond is usually set at the average expected job size or even the largest job size. Is it reasonable to assume that this is true of this Performance Bond? We object to an arbitrary amount \$500,000.	The level is set for the larger new facility installations.
3.	SPECIAL REQUIREMENTS Section - 4.3 Performance Bond, pg. 13 of 69  Reference to Attachment 9.7 of this RFP cannot be found.	The Performance Bond format is Attachment 9.7 of the RFP, on pages 68-69.
4.	SCOPE OF SERVICES - Paragraph A.1.m., pg. 27 of 69  “Provide sufficient personnel for up to fifty (50) projects of varying size and scope concurrently in the State of Tennessee.”  Is it reasonable to expect this number of projects at the same time?	Yes, between new installs and trouble calls.
5.	SCOPE OF SERVICES - Paragraph C.3., pg. 31 of 69  “Ancillary items are defined as, but not limited to, the following:...”  Can the scope of the definition be further expanded to state that ancillary items are “consumables” so as to limit the scope of what ancillary could mean.	The intent was consumables too varied to be listed.
6.	Page 3&4, Section 1.3 – Are the prices quoted fixed for	Fixed for years 1-3. The CPI will be used to adjust up or

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	renewal term (1 to 5 years) or are they subject to adjustment? If adjustable, what are the rules governing the adjustment?	down if needed. See pro forma Contract Section C.4
7.	Page 10, Section 3.17 – The last sentence leaves the insurance requirements undefined. Please define the requirements.	RFP Section 5.2.2.3.3 requires that the Proposer provide, as a part of its Proposal, “a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000).”  “Additionally,” as stated in RFP Section 3.17, “the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance.”
8.	Page 16, Section 5.2.2.4.2 – Are responses limited to a product specific solution, Avaya, or is an Avaya equivalent product acceptable if it can be provided at a higher quality or lower cost?	AVAYA solution only.
9.	Page 21, Section 6.3.6 – This section refers to “final contract negotiations” with the Proposer. Does this mean that State will negotiate changes to the standard contract included in this RFP to clarify any vague or contradictory sections and to match current commercial standards for work of this nature?	The State does not anticipate making any changes to the pro forma Contract. However, the State reserves the right to make changes to the Contract, as described in RFP Section 6.3.6, provided such changes are “deemed to be in the best interest of the State. . .”
10.	Page 24, Section 7.5 – When will an objective acceptance criteria be established, as part of the RFP or during the final contract negotiations?	The acceptance criteria are the application of the State Wiring Standards (see Contract Attachment B). The inspections will be done on a random basis to assure compliance with the standards as well as confirming invoiced goods and services.
11.	Page 29, Section A.1.w – Please define your standards for this section.	First the State Wiring Standards (Contract Attachment B) will be used. Then the manner in which the site was left after service will be judged.  Deficiencies, including but not limited to, sloppy trash left after install, loose cable causing hazardous conditions, etc., will be brought to the vendor’s attention for correction.
12.	Page 31, Section C.3 – When will the form and format of the invoices and the supporting documentation be established, as part of the RFP or during the final contract negotiations?	The form and format will be developed with the vendor once the contract is awarded. The basis will be the State’s Otis order system, a web-based order system in which the vendor will receive, monitor, report status, and invoice. The state will then receive a hard copy invoice for approval.
13.	Page 32, Section C.4 – This section states that rates are adjusted after the first three years. This contradicts other sections. Which is correct?	Contract Section C.4 is correct.
14.	Page 37, Section E.11 – Request change in the 4 <sup>th</sup> line to read “... result of negligent acts or omissions on the...”	No.
15.	Request the addition of following to the Contract:  <b>Orders</b> - State may place Orders for Equipment and/or Services pursuant to this Agreement by: (a) Contractor order form, (b) State purchase order or letter of purchase request; or (c) facsimile or electronic transmission, for the purposes	No.

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	<p>of which State agrees that (i) Contractor and any third-party lender or lessor may rely upon any facsimile copy, electronic data transmission or electronic data storage of the Agreement or any Order other information hereunder, and (ii) such facsimile copy, electronic data transmission or electronic data storage will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all evidentiary purposes before any arbitrator, court or other adjudicatory authority. Each Order, if confirmed or accepted by Contractor, shall constitute a separate purchase and, except for any provisions which are specifically excluded or modified in the Order, each Order shall automatically incorporate all the terms and conditions of this Agreement, and any and all standard (such as preprinted or computer generated) terms and conditions on any State purchase order forms or other State documents shall be deemed deleted. If State desires Contractor invoices to reference Customer's purchase order or other number for convenience, State may include such number in each Order. Each Order shall also include any mutually agreed Statements of Work.</p> <p><b>Prices And Payment</b> - The total price for the Equipment and Services shall be stated in the applicable Order. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment for cash or leased transactions is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment or other Orders - 20% of the Total Equipment Price with Order, 50% at Equipment delivery and 30% at Implementation, (c) Installation Services – 100% upon the completion of the Installation Services.</p> <p><b>Warranty and Maintenance Service Exclusions</b> - Contractor shall respond to any service call requested by Customer; however, State acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, failure of Stateto maintain a proper operating environment, or repair, relocation or alteration of the Equipment by anyone other than Contractor or its designated agents. Warranty and Maintenance Services do not cover any State provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by Contractor shall be at the sole expense of Customer, and State agrees to bear the cost of all labor and materials at Contractor's then current rates.</p>	

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	<p><b>Remedies and Damages Limitations</b> - The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Contractor, they would have been reflected in an increased price. In contemplation of the price, State acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows:</p> <p>20.1 ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER CONTRACTOR, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR CONTRACTOR HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT CONTRACTOR'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.</p>	
16.	<p>Is this a joke ?</p> <p>It's amazing the time, resources and money the State of Tennessee has at it's literal disposal to waste on an inferior yet inflated product line such as Avaya.</p> <p>And this move or cover-up took a little over a year to complete for this attempted justification ? Pretty sorry.</p> <p>I am hoping our State Senators as well as the Governor &amp; the media will be interested in how a non-biased professional in this industry see's and reports the potential waste that this proposal is legitimizing. Especially in these times where the Tennessee Gov't. is supposed to be looking so closely at "where to CUT!"</p>	See response to Item 17, below.

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	<p>I can promise you this, all those ultimately responsible to the people of Tennessee are about to get an ear full. Thanks for the heads up. [Individual's Name Deleted]</p>	
17.	<p>Mr.Bredesen: One would assume you have seen this rfp. I am bringing it to your attention on the assumption that you have either not seen it, or perhaps you may not fully understand it.</p> <p>As I watch all the cutting back the State of Tennessee is doing, (which by the way I do agree with) I can't help but wonder how and why the State of Tennessee can justify putting out a sole source, costly brand specific bid such as this one.</p> <p>I have been in the Telecommunications industry for 17 years. Not only is the "AVAYA" product in this bid considerably more expensive than most comparable manufacturer's... but performance wise it is marginal as compared to other manufacturers who make the exact same product. There are manufacturer's that make a better product/ w/ a better warranty, and would give the State of Tennessee more options. Well over a year ago, I had visited w/ people who were supposed to be in charge of this rfp, but ultimately when it came to meeting w/ procurement or purchasing, or the actual folks working the rfp, I was told the State was "NOT ALLOWED" to visit w/ specific manufacturers. How then did all this "AVAYA" propaganda fall into this rfp ?</p> <p>This is a multi-million dollar contract that could easily see a savings of 30% if it would have been open to competition. I am available to discuss this further.</p> <p>Thank you, [Individual's Name Deleted]... (I have also contacted a few different local media outlets to see if they will help give this the exposure it deserves.)</p>	<p>The Premise Wiring effort is not a "sole source" procurement; it is an open invitation for vendors to respond to the State's RFP. The State shares the vendor's concern that the State of Tennessee gets the best value from each contract and each dollar spent. In developing the RFP for Premise Wiring, the State's team considered issues such as addressing lowest total cost and maximum competitive opportunity in continuing the AVAYA standard presently in place. To maintain the warranty on the current installed base (100,000 dual drops and over 7 million feet of cable) AVAYA certified technicians will be needed in the future as we expand or modify the existing wiring structure. Due to the lack of standardization of wiring infrastructure across various wiring technologies, adopting a standard greatly simplifies the process of record keeping, expansion, and warranty maintenance. Were the State to introduce another manufacture's schema, brand X for example, the State would limit future competition. In this example, Proposers would have to be <u>both</u> AVAYA and Brand X certified to maintain the warranties and extend what would then be the installed base.</p>
18.	<p>Reference page 3 of 70, paragraph 1.1. If a proposer is not an authorized Avaya Systimax reseller at the time of proposal submittal, will a letter from Avaya be required indicating Avaya's intent to make the proposer an authorized reseller?</p>	<p>The State does not require that the written confirmation submitted with the Proposal in response to RFP Section 5.2.2.4.2 come from AVAYA. This written confirmation may come either from AVAYA <u>or from the Proposer</u>.</p> <p>However, the written documentation that the Proposer <u>is</u> AVAYA SYSTIMAX certified, due on or before the contract start date, <u>must</u> come from AVAYA.</p> <p>See RFP Section 5.2.2.4.2.</p>
19.	<p>Reference page 4 of 70, paragraph 1.5. Request that the proposal submittal deadline be extended at least two weeks due to the significant effort required for technical response and pricing of the 1290 each line items.</p>	No.

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20.	Reference page 32 of 70, paragraph C.5. In many cases the contractor is required to travel to a site in which it is found that the requirement has been cancelled, work has already been completed, or no one seems to know what is required. Occasionally, this requires as much as 3 to 4 hours of travel. Will the contractor be compensated for travel time in such instances?	If the state has dispatched the vendor for a job already done or cancelled upon the vendor's arrival at site, the State will pay technician labor hours for the trip to the site, in accordance with the labor rates in RFP Attachment 9.2.
21.	Reference page 18 of 70, paragraph 5.3.3. In cities such as Nashville, Knoxville, and Memphis, the cost of parking is a significant liability to the contractor. This cost averages \$8.00 to \$10.00 per vehicle per day in most cases, and it is difficult if not impossible to include in the unit prices. Will the State consider providing a line item to allow the contractor to recover the cost?	No.
22.	Reference page 32 of 70, paragraph C.4. Our suppliers will only guarantee pricing for one (1) year or less. Will the State consider including a provision to allow for annual CPI price increases rather than requiring that the prices remain firm for a period of three (3) years?	No. The provisions of Contract Section C.4 apply.
23.	Reference Attachment 9.2, page 8, line numbers 212 through 243. Please clarify. Does the State require Avaya fiber optic cables or is an equivalent manufacturer acceptable?	AVAYA or equivalent, as stated.
24.	Reference paragraph 6, page 20 of 70; and Attachment 9.3, page 65 of 70.  Please clarify how the evaluators will assign points to each area under General Proposal Qualifications and Experience and Technical Approach.	The process described in RFP Sections 6.1 and 6.2 will be used.
25.	Reference Attachment 9.2, pages 1 through 7, Line #'s 1 through 200. What cable length should these lines be based on?	Average length is judged at 175 feet.
26.	Out of state work has been required previously. Will the State reimburse the contractor for travel time and expenses when this occurs?	Out-of-state work has been done on telephone installations, which are covered under a separate contract. Out-of-state work will not be applicable to the Premise Wiring contract.
27.	Will the contractor be required to have a technician(s) on call 24 hours per day, 7 days per week? If so, will on-call outs be compensated at overtime rates?	The 24 x 7 emergency availability is required. The contract (RFP Attachment 9.2) contains line items for pre-approved overtime for technicians.
28.	In many cases the information provided on requests for service (RFS's) is inaccurate. The time required to obtain the required accurate information is substantial. Will the State compensate the contractor for this time?	The RFS is the best information the state has at the time. The State will not compensate the contractor for this time.
29.	[a] Please provide the required response times for emergency and routine trouble reports, and the average number of trouble reports per month. [b] Also is it correct that the contractor will not be compensated for travel time when in many cases the travel time far exceeds the actual repair time?	[a] The response times: Emergency: 2 hour (Memphis, Nashville, Knoxville) 4 hour balance of state Routine: 8 hours entire State The state has averaged 173 trouble tickets per month over the last 9 months. [b] Travel time will not be compensated.
30.	Reference Attachment 9.2, items 439 through 441.	Yes.



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	Should these items include opening the required trench?	
31.	Reference Attachment 9.2, items 462 through 467. Are these items for retrofitting existing manhole (in which case a backhoe and possibly removal and restoration of asphalt and concrete could be required)?	These items could apply to either new or retrofit installations.
32.	Reference Attachment 9.2, all items. Does the State require pricing to be provided for Avaya manufactured items for all items in which Avaya manufactures?	AVAYA prices must be provided for items listed as requiring AVAYA. If “or equivalent” is listed, then the vendor should price the least expensive, best option.
33.	Reference Attachment 9.2, item 800. Should the contractor receive an order to provide a single cross connect in a remote area such as Lawrenceburg, would this be the only billable item for that order? This seems to occur on a regular basis.	Yes, on occasion this could happen. However, on average, more will be ordered.
34.	Section 3.12.2 – Subcontractor Issue  Do we need to obtain approval prior to the bid response for any subcontractors?	A Proposer does not need prior written approval in order to name a subcontractor in its Proposal. Assuming a given vendor receives an award pursuant to RFP # 317.03-091, the vendor’s Proposal, including any named subcontractors, is included by reference in the Contract executed between the State and the Contractor. The State’s signature on this contract shall constitute approval of any subcontractors named in the Proposal. However, the State reserves the right, in accordance with RFP Section 3.12, to disapprove any subcontractor so named.
35.	Section 3.18 – Licensure  Please define professional licenses. Is that over and above State electrical – including low voltage and/or general contractor’s license?	The Contractor must be licensed to do business in the State of Tennessee, in the business areas required by premise wiring, equipment installation, and configuration services.
36.	Cost Proposal  Is there a specific footage to be used when determining the pricing for work station assemblies?	Average is 175 feet.
37.	[Company Name Deleted] intends to pursue this bid by offering a comprehensive bid response. However, due to the complexity of this RFP we are requesting a two week bid due date extension in order more fully to develop our bid response.	No.
38.	How will the proposer be compensated for a site visit to prepare a material and labor estimate for a given project?	Most orders have a bill of material prepared by the state when the vendor receives it. For major projects the estimating time is a business expense to the vendor and not billable to the state. If the state requests consulting services for RCCD, Project Manager or other assistance from the vendor for preparation of a cost estimate for a job, the hourly rate from RFP Attachment 9.2 will be used to compensate for the consulting time.
39.	What cities have the highest concentration of cabling activity?	Nashville, Memphis, Knoxville, Jackson, Chattanooga but not in that order.
40.	Is the present contract worked using unit pricing or is it all paid hourly?	All listings for materials include labor. If work is required for labor only, then labor-only line items are used.
41.	Who is to provide the Cable Management System	The system is our Otis web-based system. The State will

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	mentioned in the RFP?	supply this for the vendor to use.
42.	In reference to Item 3.14, can a proposer submit an optional solution, i.e., Panduit, Siemon, etc. along with the Avaya solution?	No
43.	Will a solution other than Avaya be given consideration?	No
44.	In attachment 9.2, do you want an installed price for all material listed? Some items indicate “installed: “move” or “not installed”; other items give the material description only. Please clarify.	Unless otherwise indicated, all items include labor. With regard to cable, all cable ordered in bulk footage does <u>not</u> include labor.
45.	Will you list the companies who submitted a letter of intent to propose?	Not at this time. In accordance with Department of Finance and Administration rules and policy, this information is confidential until the evaluation process is complete and the State issues the “Written Evaluation Notice.” However, vendors may request a list of the Proposers that have submitted a Proposal anytime after the Technical Proposals are opened by the State.
46.	Reference Attachment 9.2, items 244 through 251. These items state that the Lightguide Interface units and Shelf Terminals should include connector panels, but it is unknown what panels are required (i.e., ST, SC, or LC). Please clarify.	SC connectors should be used unless the facility already has ST. If ST connectors have been used, the contractor shall continue to use ST connectors.
47.	Reference Attachment 9.2, items 468 through 471. Should the splice closures include all necessary encapsulating compound, bonding hardware, etc.	Yes.
48.	Reference Attachment 9.2, item 472. Should this item include a core bore into the building, a NEMA 3R 12”x12”x6” junction box and all required conduit and fittings for the building entrance?	Yes.
49.	We have been advised the bidder should include sales tax (approximately 9%) on all real property (i.e. building and underground conduit systems and manholes/handholes, etc.). Is this correct?	If a contractor buys material to use for a State contract, the contractor is still liable to pay sales tax on that material.  Therefore, in order to recover the cost of sales tax, the vendor must include these costs in the material item prices proposed.
50.	Should the bidder include the cost of a performance bond in the units of this contract, or will the State pay it as a separate line item for each year required for the term of the contract?	The State will not add a line item to enable the vendor to recover the cost of the Performance Bond. It is solely the Proposer’s responsibility to include the cost of the Performance Bond in any of its unit pricing, as submitted in the Cost Proposal response, if the Proposer desires to recover the cost of the Performance Bond.
51.	If the contractor is required to work after hours and is installing items on the contract that do not include after hours labor, how will the contractor be compensated for after hours work? It seems there are numerous cases where this occurs due to short deadlines.	The labor hours of the install will be adjusted at the listed overtime rate (RFP Attachment 9.2) for labor. This must be pre-approved by the State cabling analyst and the State agency involved.
52.	Please clarify what type of documentation the State will require the contractor to provide for each RFS issued in order to be compensated, and will it be different depending on which contract items are used?	Normal orders will include: as built, cable lengths and cable test results, and labor time sheets for labor hours. Occasionally, any planned documentation based on particular orders will be included.
53.	Please provide a complete copy including pricing of the current “PREMISE WIRING CONTRACT” for the State	Proposers may contact the RFP coordinator, in writing (email is sufficient), to set up an appointment to review



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	of Tennessee.	the files or request copies of documents from prior completed procurements.
54.	I would like to get a copy of the current State of TN premise wiring contract and the associated pricing. If you would let me know where to go and what the process is, and what costs are involved I would appreciate.	See response to Item 53, above. Copies cost ten cents (\$0.10) per page.